

ORDINANCE C-35-01

AN ORDINANCE TO APPROPRIATE \$12,190.00 FROM THE COMMUNITY ENVIRONMENT FUND FOR THE CURRENT EXPENSE OF THE KEEP GROVE CITY BEAUTIFUL PROGRAM AND TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A RECYCLING GRANT AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO

WHEREAS, the City of Grove City, Ohio has received notification from the Ohio Department of Natural Resources and the Solid Waste Authority of Central Ohio (SWACO) of the award of a Reimbursement Grant in the amount of \$12,190.00 for project expenses; and

WHEREAS, it is necessary to appropriate said monies and authorize the Agreement for the operation of this program.

WHEREAS, it is necessary to appropriate monies for this project to proceed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$12,190.00 from the unappropriated monies of the Community Environment Fund for the Current Expense of the Keep Grove City Beautiful Program.

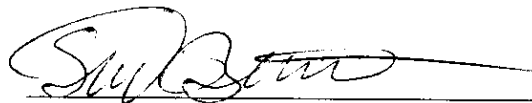
SECTION 2. The City Administrator is hereby authorized to enter into a Recycling Grant Agreement with SWACO.


SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

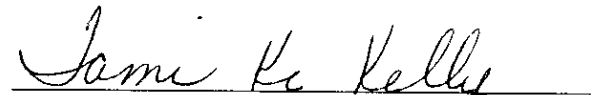
Passed: 5-21-01

Effective: 5-21-01

Attest:


Steven M. Bennett, President of Council

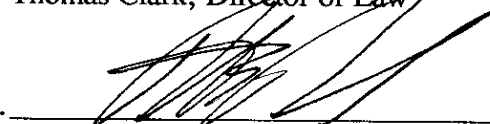

Cheryl L. Grossman, Mayor


Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this ordinance is correct as to form.


Thomas Clark, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.


Robert E. Behlen, Director of Finance

THE SOLID WASTE AUTHORITY OF CENTRAL OHIO

GRANT AGREEMENT
RECYCLING GRANT 2001
No.

THIS GRANT AGREEMENT is entered into at Grove City, Ohio, and is effective as of March 1, 2001, by and between the Solid Waste Authority of Central Ohio (the "Authority"), a regional solid waste authority established pursuant to Ohio Revised Code Section 343.011, and the City of Grove City, Ohio a municipal corporation formed in accordance with the laws of the State of Ohio (the "Grantee").

WITNESSETH:

WHEREAS, the Authority has received from the State of Ohio Department of Natural Resources, Division of Recycling and Litter Prevention (hereinafter "ODNR-DRLP"), a 2001, RECYCLE, OHIO! GRANT to implement the Authority's approved Grant Application (hereinafter "Ohio Grant"); and

WHEREAS, in its approved Ohio Grant Application the Authority set forth certain programs and entities which would receive monies from the Ohio Grant for the purpose of implementing certain recycling programs, and to meet the goals of the 2001, Recycle, Ohio! Grant Program; and

WHEREAS, the approved Ohio Grant includes certain recycling and litter prevention activities which are to be carried out by the City of Grove City, Ohio; and

WHEREAS, funds, in the amount of \$12,190.00 were contained in the approved Ohio Grant application for the year 2001, for the purpose of carrying out certain recycling and recycling education programs.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties to this Grant Agreement, the parties agree as follows:

SECTION I
GRANT AMOUNTS

1. Pursuant to its Ohio Grant and its grant application, the Authority does hereby grant to the City of Grove City an amount not to exceed \$12,190.00, (hereinafter "Grant"), for the purpose of carrying out approved recycling activities in accordance with the terms and conditions contained in this Grant Agreement, and the Authority's Ohio Grant. Grant monies shall only be used on approved expenditures as contained in this Grant Agreement. Costs incurred by the Grantee for unapproved items or in excess of the Grant amount shall not be subject to reimbursement by the Authority.

2. The Authority shall remit grant funds to the Grantee in four quarterly, reimbursement installments. A copy of all receipts must be attached to each quarterly grant report. The quarterly grant reports are due on April 10, 2001 (1st Quarter), July 10, 2001 (2nd Quarter), October 10, 2001 (3rd Quarter) and February 10, 2002 (4th Quarter).
3. This Agreement shall terminate on December 31, 2001.

SECTION II

SCOPE OF WORK

1. The Grantee agrees to perform the following Grant work in accordance with the terms and conditions contained herein, and complete all tasks set forth in this Section II.

2. - Purchase/print 300 invitations/envelopes/return postcards for \$ 125.00
 Volunteer Recognition
 - Purchase/print 1,000 letterhead/envelopes \$ 200.00
 - Purchase/print 1,000 business cards \$ 50.00
 - Purchase/print 500 certificates \$ 50.00
 - Purchase/print 500 brochures \$ 75.00
 - Travel to national and Regional Keep America Beautiful Conferences & ODNR Seminars \$ 2,500.00
 - Vests for cleanups (152 @ \$1.99) \$ 300.00
 - Gloves for cleanups (49 boxes - 100 per box @ \$9.25) \$ 450.00
 - Signs for cleanups (20 @ \$12.30) \$ 250.00
 - Great American Cleanup t-shirts (175 @ \$8.57) \$ 1,500.00
 - Frisbees (500 @ \$1.00) \$ 500.00
 - Fans (500 @ \$0.40) \$ 200.00
 - Pens (600 @ \$0.83) \$ 500.00
 - Sun catchers (100 @ \$6.50) \$ 650.00
 - Post-It-Notes (1,000 @ \$0.55) \$ 550.00
 - Litter Free Football Game t-shirts \$ 650.00
 - Stickers for bags at football games (\$1,000 @ \$0.09) \$ 90.00
 - Keep Grove City Beautiful t-shirts (125 @ \$8.33) \$ 1,000.00
 - Magnetic signs for city vehicles (125 @ \$7.20) \$ 900.00
 - Litter boxes for city-wide special events (600 @ \$2.50) \$ 1,500.00
 - Membership fees for Keep America Beautiful \$ 150.00
 - Contribute management personnel hours for match \$ 2,443.00

A copy of time sheets must be provided with each quarterly report to support the match requirement.

TOTAL \$12,190.00
- Produce and deliver a quarterly report each quarter as described under Section I, Item 2.

SECTION III
GRANTEE REQUIREMENTS

1. Any Grant funds which remain unexpended at the end of the term of this Grant Agreement shall be returned to the Authority within fifteen days following the end of the term. Grant funds may not be encumbered beyond the term of this Grant Agreement, without the prior written consent of the Authority which consent shall be at its sole and complete discretion. Any request for consent to expend funds beyond the term of this Grant Agreement must be received no less than one-hundred twenty (120) days prior to the termination date of this Agreement.
2. It shall be Grantees obligation to ensure that all expenditures of Grant funds shall be in strict accordance with the State of Ohio 2001 Recycle, Ohio! Grant Requirements. Failure of Grantee to adhere to those requirements or the terms and condition contained herein shall result in Grantee reimbursing the Authority for all grant funds remitted to Grantee pursuant to this Agreement, such reimbursement shall be made no later than thirty (30) days following a written request for reimbursement from the Authority.
3. Grant or match funds shall not be used by Grantee for any of the following purposes:
 - a. Paying individuals, crews or organizations to pick up litter (other than crew supervisors);
 - b. Purchase, lease, or service of dumpsters or other containers not part of an approved activity;
 - c. Routine solid waste disposal, removal, processing, or hauling;
 - d. Refuse-Derived Fuel (RDF) projects;
 - e. Collection, recycling, or processing of hazardous waste, yard waste, Christmas trees, and/or tires that are not collected as part of an approved Litter Collection activity;
 - f. Solid waste collection equipment not part of an approved PAYT Activity, street cleaning vehicles, and related equipment;
 - g. Land acquisition;
 - h. Entertainment costs (banquets, parties, etc.) and alcoholic beverages;
 - i. Beautification projects (planting, mowing, weeding, etc.)
 - j. Routine litter law enforcement surveillance activities, and/or costs to enforce laws/ordinances not regulating litter or littering, and/or for enforcement officers without authority to enforce litter laws/ordinances as defined in ORC Chapter 1502;
 - k. Newspaper subscriptions and individual membership fees to organizations;
 - l. Personal clothing items other than awards/promotional t-shirts under the line item 'Other' and approved safety supplies under the line item 'Supplies';

- m. Clerical personnel other than that approved under the 'Overhead' line item;
 - n. Providing interior recycling collection containers or container liners to a private facility for the facility's ownership, e.g.: desk-side recycling containers;
 - o. Laptop computers; and
 - p. Other costs excluded under ORC Chapter 1502 and/or not identified under Allowable Costs.
- 4. Grant funds approved for use to purchase computer hardware, software or computer services shall not be used for purposes other than approved activities under this Grant Agreement.
 - 5. Grant funds which are approved for use for travel reimbursement shall be subject to approval by the Authority's Grant Manager.
 - 6. The Grantee shall be required to obtain prior written approval by the Grant Manager for any changes or revisions to the approved Grant Activities contained in Section II herein. Requests for Grant Revision shall be in a form approved by the Grant Manager, and approval shall be at the sole discretion of the Authority. Costs incurred by Grantee for items not part of the Approved Budget, any unapproved revisions or changes to the approved budget, or costs in excess of amounts specified in the Approved Budget shall not be reimbursed.
 - 7. Grantee shall create a separate account for grant funds received through this Grant Agreement and for any cash donations received that qualify for the donor credit allowed by Section 5733.064 of the Ohio Revised Code. All interest earned on the separate account shall be deposited into the separate account. Grantee shall document all cash donations received as to the amount, name and address of the donor, and the date each donation was received. Said donations may be used any time during or after the effective dates of the Grant Award.
 - 8. The Grantee shall establish fiscal control and accounting procedures acceptable to the Grant Manager but which at a minimum adhere to the procedures set forth in the 2000 Recycle, Ohio! Grant Manger's Manual and which will assure proper disbursement of and accounting for, all grant funds. This responsibility applies to all third party agreements and contracts. Accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Adequate controls must be established to assure that expenditures charged to grant projects are allowable and that documentation is readily available to verify the accuracy of these charges, including all purchase and charge receipts. The Grantee shall keep all appropriate records necessary to allow ODNR-DRLP and the Authority its agents or contractors, to audit the program, in a businesslike manner, for a period of six years. Grantee shall also submit a Financial Statement in accordance with the procedures established by the Grant Manager. This statement shall be in a format and contain such information as requested by the Grant

Manger.

9. The Grantee shall retain strict conformance with its local procurement regulations and standards for contract agreements provided that the standards set forth in the Authority's Recycle, Ohio! Grant Agreement are followed. However, a written agreement is required between the Grantee and any services provider where personal services greater than \$ 1,000.00 will be paid for with grant funds. The written agreement must be fully executed before the provision of any service and a copy shall be retained in the Grantee's financial records for audit purposes.
10. The Grantee shall maintain records for each piece of equipment costing \$300.00 dollars (three hundred) or more and acquired with the use of Grant Funds. Such records shall be maintained in a form acceptable to the Grant Manager, and maintained for six years.
11. During the seven year period from the date the Grantee receives any equipment acquired through this grant costing in excess of \$3,000.00 (three thousand dollars), the Grantee shall not convert said equipment to any uses not specifically set forth in this Grant Agreement, shall not transfer said equipment without cost, shall not encumber said equipment, and shall not sell said equipment without written approval of the Authority. If for any reason during said seven year period the Grantee finds that such equipment is no longer needed for its originally approved use, the Grantee shall notify the Authority in writing of such finding. With prior written approval of the Authority, the Grantee may convert said equipment to a use other than that originally approved, transfer said equipment without cost or sell said equipment. For conversions or sales made during said seven year period, the Grantee shall repay to the Authority any funds granted by the Authority for the originally approved purchase of said equipment. The Grantee shall repay these funds within forty-five days of the approved conversion or sale of said equipment according to the following schedule:
 - a. If such conversion, transfer or sale is made within one year of the date the Grantee received said equipment, the Grantee shall repay to the Authority ninety percent (90%) of any expended funds granted by the Authority for the originally approved purchase of said equipment.
 - b. If such conversion, transfer or sale is made during the second year after the date the Grantee received said equipment, the Grantee shall repay to the Authority seventy percent (70%) of any expended funds granted by the Authority for the for the originally approved purchase of said equipment.
 - c. If such conversion, transfer or sale is made during the third year after the date the Grantee received said equipment, the Grantee shall repay to the Authority fifty percent (50%) of any expended funds granted by the Authority for the originally approved purchase of said equipment.

- d. If such conversion, transfer or sale is made during the fourth year after the date the Grantee received said equipment, the Grantee shall repay to the Authority twenty-five percent (25%) of any expended funds granted by the Authority for the originally approved purchase of said equipment.
 - e. If such conversion, transfer or sale is made during the fifth, sixth, or seventh year after the date the Grantee received said equipment and the market value of said equipment is greater than \$1,000.00 (one thousand dollars), the Grantee shall develop a disposition plan and request written approval from the Authority prior to any such disposition. If the market value of said equipment is less than \$1,000.00, the Grantee may dispose of the equipment in a manner consistent with local regulations, and shall inform the Authority of its intent to dispose of the property prior to any such disposition.
 - f. Following the seventh year after the date the Grantee received said equipment, the Grantee may dispose of said equipment in a manner consistent with local regulations and without the approval of the Authority.
 - g. The Authority reserves the right to make exceptions to the equipment disposition requirements and repayment methods set forth in Paragraph 11 of this Grant Agreement provided the terms of such exceptions are mutually agreed to in writing by the Authority, ODNR-DLRP and the Grantee prior to disposition of the equipment.
12. The Grantee shall monitor and report program performance for all grant-supported projects to assure that time schedules are met, projects are accomplished, funds are properly expended and other performance objectives are met. The Grantee shall submit four reports to the Grant Manager, which reports shall be in a format acceptable to the Grant Manager.
13. Grantee shall obtain written approval from the Authority prior to the commitment and/or expenditure of any grant funds for the purchase of media time, advertising space, and/or publicly available printed matter. Such request shall be in a form acceptable to the Grant Manager, and shall contain all information requested by the Grant Manager.
14. The Authority and ODNR-DRLP, their agents and contractors reserve the right to conduct site visits with grantee and any subcontractors as arranged between the respective parties. Any such visits shall be conducted to review the program progress, inspect the site of any work, audit financial records or for any other reason necessary for the Authority to ensure compliance with the Grant requirements. All books, records, contracts or other pertinent documents are to be maintained in a common file to facilitate reviews and audits. All such records must be maintained for a minimum

period of six years.

15. Grantee shall not discriminate against any employee or applicant for employment based on race, color, religion, national origin, ancestry, age, sex, sexual orientation or any disability as defined in the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants are employed, and that, during employment, employees are treated without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability (as defined in the ADA). Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC 125.111 and the Drug Free Workplace Act. Grantee shall cooperate with the State Equal Employment Opportunity Coordinator, with any other officials or agencies for the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Grant Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies in this regard. Grantee shall in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or disability as defined in the ADA. Upon any instance of noncompliance with the terms contained in this Section III, Paragraph 15, this Grant Agreement may be canceled, terminated or suspended in whole or in part and the Grantee may be ineligible for further participation in Authority Grant Programs.
16. Grantee understands and agrees that this Grant is being made pursuant to at Recycle, Ohio! Grant Agreement, and that all funds for projects pursuant to this Agreement are subject to termination by ODNR-DRLP ("ODNR Termination"). In the event of an ODNR Termination prior to completion of all activities pursuant to this Agreement, then the Authority shall be entitled to immediate termination of this Grant Agreement, following written notice of said ODNR Termination to Grantee, and Grantee shall be entitled only to that compensation for completed activities as is made available by ODNR for activities under this Grant Agreement, in addition, Grantee shall return all unspent funds and or unallowed expenditures to the Authority within thirty (30) days. The Authority shall have no obligation with respect to activities undertaken by Grantee pursuant to this Agreement upon any such termination by ODNR. In addition, the Authority reserves the right, at any time after execution of this Agreement, to terminate this Grant in whole or in part upon written notification to the Grantee ("Authority Termination"). In the event of an Authority Termination, the Grantee will be paid for approved expenditures incurred and for any noncancelable obligations properly incurred prior to termination. All unspent funds and or unallowed expenditures shall be returned to the Authority within sixty (60) days.
17. That the Grantee reserves the right, at any time after execution of this Agreement, to terminate the grant, in whole or in part, upon written notification to the Authority. In

the event of such termination, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible. All unspent funds and/or unallowed expenditures shall be returned to the Authority within thirty (30) days of such termination.

SECTION IV MISCELLANEOUS PROVISIONS

1. All covenants, stipulations, obligations and agreements of the Authority contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by law and permitted by the Constitution of the State of Ohio. No covenant, stipulation, obligation or agreement of the Authority contained in this Agreement shall be deemed to be a covenant stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Authority in other than that person's official capacity. Neither the members of the Board of Trustees of the Authority, nor any official executing this Agreement or any amendment or supplement hereto shall be subject to any personal liability by reason of such execution.
2. The Authority and Grantee agree that nothing contained in this agreement is intended to or shall be construed to create or establish the relationship of co-partners between the parties hereto. Nor shall this agreement be construed so as to create an agency, representative or employment relationship between the Grantee and the Authority. Any and all personnel of the Grantee or other person while engaged in the performance of any work or services required by the Grantee under this Agreement shall have no contractual relationship with the Authority and shall not be considered employees of the Authority and any and all claims that may or might arise under the Workers' Compensation Act of the State of Ohio on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation claims of discrimination against the Grantee, its officers, agents, Grantees or employees shall in no way be the responsibility of the Authority. Such personnel or other persons shall not acquire nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Authority, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability and severance pay.
3. The Grantee indemnifies and holds harmless the Authority, its Trustees, Officers, and employees from and against any and all claims, damages, liabilities, injuries, penalties, liens, and costs, including attorneys' fees, arising in connection with the Grantee's fault or negligence in the performance or nonperformance of the Grantee's obligations hereunder. It is agreed that in no case shall the Grantee be required to pay an amount disproportional to its culpability. The provisions of this Section shall

survive any termination, suspension or cancellation of the Agreement.

4. Any notice, consent, report, or other information required to be given hereunder shall be deemed to have been duly given (a) upon personal delivery or (b) if mailed, seventy-two (72) hours after deposit in the United States mail, registered or certified mail with return receipt requested, proper postage prepared, and addressed as follows:

To the Authority:

Solid Waste Authority of Central Ohio
Planning and Programs
4149 London-Groveport Rd.
Grove City, Ohio 43123
Attn: Terri Merriman,
Grant Manager

To the Grantee:

The City of Grove City
The Honorable Cheryl Grossman
P. O. Box 427
Grove City, OH 43123

5. No person or corporation other than the signer of this Agreement as Grantee, has any interest hereunder and no claim shall be made or be valid, nor shall any clause, phrase covenant or section herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this agreement. Neither the Authority, nor any official or agent thereof, shall be liable for or be held to pay any money except as provided herein. The acceptance by the Grantee of payment shall operate as and shall be a release to the Authority, and every officer and agent thereof, from all claims and liability to the Grantee for anything done or furnished for, or relating to the work or for any act or neglect of the Authority, or of any person relating to or affecting the work.
6. This Agreement nor any rights arising hereunder may be assigned, transferred, sublet, pledged or otherwise disposed of in whole or in part by the Grantee without the prior written consent of the Executive Director of the Authority, which consent may be withheld for any reason, and any such assignment, transfer or pledge shall be void and

without effect without such consent. This Agreement shall be binding upon and inure to the benefit of the Authority and the Grantee, and their successors or assigns.

7. This Agreement contains the entire Agreement between the parties. All modifications of the Agreement must be in writing and signed by a duly authorized representative of the Grantee and the Executive Director of the Authority. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement shall be controlling.
8. The language in all parts of this Agreement shall in all cases be simply construed according to its plain meaning and not strictly for or against the Grantee or the Authority.
9. If any provisions of the Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provisions shall not be affected thereby.
10. The Terms of this Grant Agreement are governed and shall be construed under the laws of the State of Ohio, and shall be construed so as to be consistent with, and to give effect to, any applicable laws of the United States or the State of Ohio, or regulations issued thereunder, so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement. The parties hereto agree that it is their intention that any action or proceeding of or relating to this agreement, shall take place in a court of competent jurisdiction in Franklin County, Ohio.
11. Prior to final execution of this agreement, the Grantee must provide to the Authority an executed affidavit of Authority, or such other document as is sufficient to indicate the undersigned parties authority to bind or otherwise execute this Grant Agreement. Failure to provide the affidavit will result in rejection of the Grantee's proposal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

SOLID WASTE AUTHORITY OF CENTRAL OHIO:

Approved as to form:

Harold J. Anderson III
Chief Counsel
Solid Waste Authority of
Central Ohio

By: _____
Michael D. Long,
Executive Director

GRANTEE:

By: _____

Printed name & title _____